

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Child and Family Services Agency



Administrative Issuance: CFSA-07-05

TO: All CFSA Staff

FROM: Sharlynn Bobo, Acting Director

DATE: August 20, 2007

RE: Child and Family Services Agency (CFSA) Protocol for Employees Becoming Foster or Adoptive Parents for Children Known to CFSA

CFSA is responsible for carrying out all Federal and District requirements to ensure that each foster and adoptive parent applicant meets all of the legal and ethical standards necessary to secure the safety, permanency, and well-being of every child known to the District's child welfare system. The best interest of every child shall always remain paramount.

Insofar as CFSA legally obligates itself to building a pool of approved foster and adoptive parents, the Agency recognizes that viable candidates may exist within the ranks of its staff or contract providers. Since individuals working in the Agency tend to have a particular interest in serving children and families, the Agency encourages employees to apply to become foster/adoptive parents. However, the Agency must still provide safeguards to prevent conflicts of interest. In the event that CFSA or CFSA-contracted employees apply and are approved to become foster/adoptive parents, they will be allowed only those placements that do not create a conflict of interest. All employee applicants must complete the requirements outlined in this issuance, and they must further maintain a separation of their role as employee and their role as a foster/ adoptive parent.

This administrative issuance outlines the steps by which an individualized determination shall be made for a CFSA or CFSA-contracted employee who desires to become a foster or adoptive parent to a child or children known to CFSA. It also follows the guiding principles of the National Association of Social Work Code of Ethics (SWCE) for everyday professional conduct and standards. As established in the SWCE, social workers shall not engage in dual or multiple relationships with a client or former clients in whom there is a risk of exploitation or potential harm to the client (SWCE 1.06c). See also 17 DCMR 7011.1 which states that a social worker licensed in the District of Columbia must abide by the standards of ethical and professional conduct established by the National Association of Social Workers.

If you have questions regarding this issuance, please contact the Office of the General Counsel.

All CFSA employees (including CFSA-contracted employees and contracted private agency employees) shall abide by the following guidelines when interested in becoming a foster or adoptive parent to children known to CFSA:

1. Current or former CFSA employees, including line social workers, supervisors, program managers, administrators and directors involved in **direct services** may not foster or adopt children who are or have been on their case load. Neither may they foster or adopt children if they have ever had supervisory/oversight responsibility over an employee who has had a professional relationship with the child, except under such circumstances as are outlined in paragraph 3 below.
2. Current or former CFSA employees in **non-direct services** may not foster or adopt children with whom they have or have had a professional relationship, or whom they personally know or whom they become aware of as a result of their employment, except under such circumstances as are outlined in paragraph 3 below. **Non-direct service** employees who have access to information on children and families include members of the senior staff and all program managers; staff in the Office of Licensing and Monitoring and in the Office of Planning, Policy, and Program Support; Human Resources; staff in the CFSA Office of the General Counsel, including the Assistant General Counsels (AGC) who are not employees of CFSA but are employees of the Office of the Attorney General (OAG); and all OAG staff members who are co-located at CFSA and working for CFSA or for the Family Services Division, Child Protection Section (I-IV).
3. In rare circumstances where it has been determined that all foster/adoptive parent recruitment efforts have been exhausted, and/or it has been determined that a foster/adoptive home is unlikely to be identified in the best interests of a child known to an employee, the employee who wants to foster or adopt that specific child may apply for licensure as a foster/adoptive parent with the approval of the Agency Director or designee. Only an independent child placement agency shall handle the foster/adoptive process.
4. In the event of a kinship relationship between a CFSA child and an employee, the employee may apply for foster/adoptive parenting by following the stated guidelines below (# 5 and # 6).

Note: "Kin" is defined as a relative of the child by blood, marriage, or adoption; "kin" may also be defined as an individual who is identified in a sworn affidavit by a child's relative to have close personal or emotional ties with the child or the child's family. These ties must pre-date the child's involvement with CFSA.

5. For any or all employees who are eligible under the stated guidelines to become a foster/adoptive parent only a child placement agency that is independent of the employee's workplace may handle the foster/adoptive process, including case management, the licensing process, training, home study, and assessment. The employee shall comply with all licensing requirements, including a comprehensive background check, as required by law.
6. The employee shall sign and abide by all of the attached forms, including the Confidentiality Agreement, the Security Agreement for CFSA Employees, and the PC, Email, and Internet Usage Policy. Further, each employee shall abide by the following stipulations:
 - a. not to discuss the matter with current or former employees of CFSA or its contracting agencies, including current or former employees of the CFSA OGC or Office of the Attorney General other than the assigned social worker, supervisor, and/or licensing staff;
 - b. not to access FACES or other means of viewing any recorded information or data related to the child, to the child's parents or siblings, former foster parents, or any other case-related history of the child; and
 - c. not to attempt any influence on decisions or on employees responsible for or having input into decisions related to the application and/or licensing process.

7. If the employee transfers into a staff position as a line social worker, supervisor, program manger or administrator, the employee must disclose to his/her immediate supervisor the fact that he or she is now or in the process of becoming a foster/adoptive parent for a child known to CFSA.
8. Eligible employees desiring to become foster/adoptive parents may apply to become foster/adoptive parents to any child not known to CFSA regardless of where they reside. If the employee is a District resident seeking to foster or adopt a child from another state, the CFSA Interstate Compact for the Placement of Children (ICPC) Office shall be contacted and informed. Further, the above-mentioned criteria shall be applied (# 5 and # 6).

Note: *All relevant personal information shall be documented in FACES as with any other foster care or adoption case.*

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
Child and Family Services Agency**



CONFIDENTIALITY AGREEMENT

I, _____ (insert your name) have received CFSA's Administrative Issuance: CFSA-06-17 on the Protocol for Employees becoming Foster or Adoptive Parents for Children Known to CFSA.

I will NOT

1. discuss the matter with **current or former employees of CFSA or its contracting agencies, including current or former employees of the CFSA OGC or Office of the Attorney General** other than the assigned social worker, supervisor, and/or licensing staff;
2. access FACES or other means of recording the information for viewing any information or data related to the child, to the child's parents or siblings, former foster parents, or any other case-related history of the child; or
3. attempt to influence decisions or employees responsible for or having input into decisions related to the application and/or licensing process.

CFSA reserves the right to deny, restrict or terminate access or connectivity to FACES as a result of non-compliance with the terms of this Confidentiality Agreement. I understand that failure to follow CFSA's administrative issuance may result in disciplinary actions up to and including termination.

By signing this document, I acknowledge that I have read and fully understand this Confidentiality Agreement and the administrative issuance.

Signature

Date

Name printed



GOVERNMENT OF THE DISTRICT OF COLUMBIA
Child and Family Services Agency
Child Information Systems Administration

Security Agreement for CFSA Employees

Employee Information (please print all information)			
Last Name:	First Name:	MI	
Position Title:	Telephone No:	Room No:	
Email Address:			
Supervisor's Name:		Telephone No:	
Supervisor's Signature:			
_____ Initial Profile _____ Profile Change _____ Temporary – Not to Exceed _____			

I, _____, am an employee of the Child and Family Services Agency (CFSA). I understand that in the course of my employment, I will receive access to information concerning the children and families served by CFSA as well as other information concerning work undertaken by CFSA and its staff. This access will occur through, but not limited to, the FACES system and hard-copy CFSA records.

I understand and agree that the information I receive in the course of my employment may be considered confidential including pursuant to:

- The confidentiality law (*i.e.*, the requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1302.06 and 130-3.07 including but not limited to, information which identifies individual children reported as or found to be abused or neglected or which identifies other members of their families or other persons or other individuals);
- The privacy and security rules established pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191 (*i.e.*, the requirements and restrictions contained in 45 CFR parts 160 and 164, subparts A and E, and 162, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B);
- Other District or federal law; or
- CFSA policies and procedures.

ATTACHMENT B: Security Agreement for CFSA Employees
Revised DRAFT 10/28/2004 4:30 PM
Page 1 of 2

I agree that I will not disclose any confidential information protected by any applicable federal or District laws or by CFSA's policies and procedures, nor use such information for unauthorized purposes.

I understand and agree that if I have any questions concerning whether and under what conditions the information I have learned in the course of my employment may be disclosed, I will not disclose the information without permission for that disclosure from my supervisor or the CFSA Privacy Officer.

I understand and agree:

- (1) Not to disclose my assigned user id or password;
- (2) Not to provide access to other individuals using my logon information;
- (3) To maintain the integrity of all client records and data;
- (4) To utilize my FACES Access and the data it contains solely for the performance of my assigned responsibilities; and
- (5) Not to leave my terminal or computer in an unsecured, accessible status in my absence.

I understand and agree that failure to comply with the terms of this Security agreement may result in restrictions to or termination of my FACES access or other disciplinary action as appropriate.

I understand and agree that disclosure of confidential information would be in violation of the D.C. Personnel Manual, and subject to the sanctions set forth therein.

I understand and agree that whoever willfully discloses, receives, makes use of or knowingly permits the use of confidential information concerning a child or individual may be guilty of a misdemeanor and upon conviction shall be fined not more than \$1,000.00.

By signing this document, I acknowledge that I have read and fully understand the above statements.

Signature

Title

Date

**Government of the District of Columbia
Child and Family Services Agency**

PC, EMAIL AND INTERNET USAGE POLICY

I _____ (insert your name) have received CFSA's PC, Email and Internet usage policy.
I understand that failure to follow CFSA's policy may result in disciplinary action against me including dismissal.

Signature

Date



GOVERNMENT OF THE DISTRICT OF COLUMBIA
Child and Family Services Agency
Child Information Systems Administration

Security Agreement for Contract Agencies

Employee Information (please print all information except as provided)		
Last Name:	First Name:	MI
Position Title:	Telephone No:	
Email Address:		
Supervisor's Name and Title:	Telephone No:	
Supervisor's Signature:		
_____ Initial Profile _____ Profile Change _____ Temporary –Not to Exceed _____		
Contract Agency:		
Contract Agency Address:		

I, _____, am an employee of _____
("Contract Agency"). I am aware that Contract Agency has access to the Child and Family Services Agency
("CFSA") FACES system as well as other CFSA information concerning the children and families served by CFSA
and other concerning activities undertaken by CFSA and its staff. This access occurs through, but is not limited to,
the FACES system and hard-copy CFSA records.

I understand and agree that the information I receive in the course of my employment with Contract Agency may be
considered confidential including pursuant to the:

- Confidentiality law (*i.e.*, the requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1302.06 and 130-3.07 including but not limited to, information which identifies individual children reported as or found to be abused or neglected or which identifies other members of their families or other persons or other individuals);
- The privacy and security rules established pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191 (*i.e.*, the requirements and restrictions contained in 45 CFR parts 160 and 164, subparts A and E, and 162, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B);

ATTACHEMENT D: Security Agreement for Contract Agencies
Revised DRAFT 10/28/2004 4:36 PM
Page 1 of 2

- Other District or federal law; or

- CFSA policies and procedures.

I agree that I will not disclose any confidential information protected by any applicable federal or District laws or by CFSA's policies and procedures, nor use such information for unauthorized purposes.

I understand and agree that if I have any questions concerning whether and under what conditions the information I have learned or have access to in the course of my employment may be disclosed, I will not disclose the information without permission for that disclosure from your supervisor or the CFSA Privacy officer.

I understand and agree:

- (1) Not to disclose my assigned user id or password;
- (2) Not to provide access to other individuals using my logon information;
- (3) To maintain the integrity of all client records and data;
- (4) To utilize my FACES Access and the data it contains solely for the performance of my assigned responsibilities; and
- (5) Not to leave my terminal or computer in an unsecured, accessible status in my absence.

I understand and agree that failure to comply with the terms of this Security agreement may result in restrictions to or termination of my FACES access or other disciplinary action as appropriate.

I understand and agree that disclosure of confidential information would be in violation of the D.C. Personnel Manual, and subject to the sanctions set forth therein.

I understand and agree that whoever willfully discloses, receives, makes use of or knowingly permits the use of confidential information concerning a child or individual may be guilty of a misdemeanor and upon conviction shall be fined not more than \$1,000.00.

CFSA reserves the right to deny, restrict or terminate access or connectivity to FACES as a result of non-compliance with the terms of this Security Agreement.

By signing this document, I acknowledge that I have read and fully understand this Security Agreement.

Signature

Name printed

Title

Date